



# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

June 9, 2005

IN REPLY PLEASE  
REFER TO FILE: **PD-3**

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**UNITED STATES DEPARTMENT OF AGRICULTURE  
FOREST SERVICE, REGION 5, ANGELES NATIONAL FOREST  
HERITAGE RESOURCE INVENTORY COLLECTION AGREEMENT  
SUPERVISORIAL DISTRICT 5  
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD:**

Approve and authorize the Acting Director of Public Works, or his designee, to execute a collection agreement with the United States Department of Agriculture Forest Service, Region 5, Angeles National Forest to provide heritage resource inventory services for the County of Los Angeles Department of Public Works facilities and improvements related to the County transportation system for an amount not to exceed \$31,457.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Public Works is required to have archeological surveys as part of the permit requirements of the Forest Service to help ensure the protection of heritage resources that could be impacted as a result of Public Works' activities. The Forest Service is responsible for the protection and management of heritage resources on the land that it manages. This agreement will allow the Forest Service to conduct archeological surveys in advance and create a Heritage Management Plan that will document areas of concern and eliminate remaining areas from requiring future study.

Since 1905, the Forest Service has been the steward of the land that was designated as the Angeles National Forest in 1892. This long history gives the Forest Service

specialized knowledge, expertise, and experience that will allow them to efficiently produce a product that is far superior than what another agency or business could create.

This approach of studying all the areas in advance would also be more cost-effective and expeditious than the current method of studying individual areas as projects arise. By studying all areas with Public Works transportation facilities and improvements, staff time is minimized and project schedule delays due to heritage resources are avoided.

### **Implementation of Strategic Plan Goals**

This action meets the County's Strategic Plan Goal of Organizational Effectiveness by utilizing collaborative efforts of the Forest Service and Public Works. This project is also consistent with the Goal of Fiscal Responsibility by reducing costs and avoiding delays.

### **FISCAL IMPACT/FINANCING**

There will be no impact on the County's General Fund. The total cost is \$31,457 including \$19,060 for the archeological surveys and \$12,397 for the Heritage Management Plan. Funding for this agreement is included in the proposed Fiscal Year 2005-06 Road Fund Budget.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The agreement was prepared by the Forest Service and has been approved as to form by County Counsel. The Forest Service is responsible for caring for the land and serving people including the protection and management of heritage resources on the land that it manages, the Angeles National Forest. The Forest Service requires an archeological survey of a project site prior to issuing a permit to Public Works for their activities in the Angeles National Forest.

### **ENVIRONMENTAL DOCUMENTATION**

This action does not constitute a project and, therefore, is exempt from the requirements of the California Environmental Quality Act.

The Honorable Board of Supervisors  
June 9, 2005  
Page 3

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

This action will allow future projects in the Angeles National Forest to be completed more efficiently since one of the requirements of the Forest Service permit will be completed in advance. There will be no negative impact on services as a result of this action.

**CONCLUSION**

Upon approval, please return one approved copy of this letter to Public Works.

Respectfully submitted,

DONALD L. WOLFE  
Acting Director of Public Works

SM:yr

C051604

P:\pdpub\EP&A\EU\Forestry Service\Heritage Resource Collection Agreement\Board Letter.doc

Enc.

cc: Chief Administrative Office  
County Counsel

FS agreement No.	05-CO11050100-005
Cooperator tax ID No.	95-6000927
Cooperator Agreement No.	

COLLECTION AGREEMENT  
between  
USDA FOREST SERVICE,  
REGION 5, ANGELES NATIONAL FOREST  
and  
LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS

This COLLECTION AGREEMENT is hereby entered into by and between the USDA Forest Service, Region 5, Angeles National Forest, hereinafter referred to as the Forest Service, and Los Angeles County Department of Public Works, hereinafter referred to as COUNTY, under the provisions of the Act of June 30, 1914 (16 U.S.C. 498).

A. PURPOSE:

The purpose of this Agreement is to provide a heritage resource inventory of all COUNTY facilities and improvements, associated with the County Transportation system, under authorization by the FOREST SERVICE. The inventory will be used to develop a management plan that will aid the COUNTY in protecting the heritage resources located within its permitted area. The information will also enable the COUNTY to comply with the appropriate environmental legislation for future projects. COUNTY, as the permit holder, is willing to pay the FOREST SERVICE for the costs associated with the inventory and management plan.

1. The FOREST SERVICE administers U.S. lands in the Angeles National Forest and desires to participate with COUNTY by conducting ARCHEOLOGICAL SURVEYS on FOREST SERVICE lands in Angeles National Forest, hereinafter referred to as the SURVEY AREA, in order to protect the cultural resources in the SURVEY AREA.
2. COUNTY desires to contribute funds (see Section III) to the FOREST SERVICE to conduct ARCHEOLOGICAL SURVEYS within the SURVEY AREA.

B. STATEMENT OF MUTUAL INTEREST AND BENEFITS:

This agreement facilitates Forest Service responsibilities for the protection and management of heritage resources on the land that it manages, and LADPW requirements under any and all authorizations that permit the operation of a public road system and associated support facilities on land administered by the Forest Service. Therefore, this agreement is mutually beneficial to both parties in meeting administrative and permits obligations as well as the intent of heritage resource mandates and direction.

FS agreement No.	05-CO11050100-005
Cooperator tax ID No.	95-6000927
Cooperator Agreement No.	

C. FOREST SERVICE SHALL:

1. Prior to the start of each fiscal year, issue a Bill for Collection for an amount equal to the estimated cost of work to be accomplished. The work will be for heritage resource inventory, historic context and heritage resource management plan for COUNTY roads and associated road facilities located within the administrative boundaries of the Angeles National Forest. Work for the heritage resource inventory will include the field visitation (either pedestrian or "windshield" survey of COUNTY roads and associated road facilities under permit by the Forest Service. Work on the historical context will include a contract to document the context and an assessment of its National Register significance of the COUNTY road system and associated facilities. Finally a Heritage Resources Management Plan will be developed to aid the COUNTY protect heritage resources located within areas authorized by the Forest Service for COUNTY use from activities associated with that use. All work will meet professional standards for heritage resource work.
2. Deposit all cash funds received under the terms of this Agreement to a Forest Service Cooperative Work Fund to be used for the purpose for which contributed, including related overhead expenses.
3. Provide to COUNTY a Program of Work (Exhibit A) detailing costs from for the period from issuance of this Agreement to the end of the Fiscal Year 2006 (September 30, 2006). Provide a Program of Work (Exhibit B) detailing the cost of work for Fiscal Year 2006 (October 1, 2005 through September 30, 2006).
4. Refund or credit, at the option of COUNTY, any amounts remaining at the conclusion of a program of work. The Forest Service further agrees, at the request of COUNTY, to provide an itemized statement of actual expenditures incurred on any program of work. If COUNTY does not question, in writing, this accounting within thirty days of its delivery, it shall be deemed accepted and correct.
5. Designate a representative to provide administrative and technical expertise to insure compliance with the permit, protection of natural resources on the Angeles National Forest and provide requested information and support for COUNTY projects affecting National Forest lands.
6. To indemnify, defend, and save harmless COUNTY, its agents, officers, and employees from and against any and all liability and expense arising from any act of omission of FOREST SERVICE, its officers, members, employees, agents, or subconsultants of any tier in connection with the activities described in the Exhibits for this Agreement including defense costs, legal fees, claims, actions, and causes of action for damages of any nature whatsoever including, but not limited to, bodily injury, death, personal injury, or property damage.

FS agreement No.	05-CO11050100-005
Cooperator tax ID No.	95-6000927
Cooperator Agreement No.	

**D. COUNTY SHALL:**

1. Accept Exhibit A as the Forest Service's best estimate of the total Forest Service cost of carrying out this Agreement from the date of execution of this Agreement through the Forest Service Fiscal year 2006 (ending on September 30, 2006). Accept Exhibit B as the Forest Service's best estimate of total Forest Service Cost of carrying out this Agreement from October 1, 2005 through September 30, 2006. The Forest Service may expend monies in the account for the purposes described in this Agreement. The COUNTY'S financial obligation hereunder shall not exceed these estimates.
2. Make an advance payment of their contribution to the Forest Service within thirty days of the issuance of a Bill for Collection. Remittance shall be made payable to the "Forest Service, USDA" and sent to the address shown on the Bill for Collection.
3. By permit or by the execution of agreements with local, state and federal governmental agencies which may include, but not be limited to the (a) Army Corps of Engineers, (b) California Department of Fish and Game, (c) Southern California Water Quality Control Board, and (d) U.S. Fish and Wildlife Service, the COUNTY has previously agreed to complete heritage resource inventories on those areas within the Angeles National Forest that the County has been authorized to occupy in relation to its road system and associated facilities located there within.
4. Provide FOREST SERVICE with copies of all Federal, State, local permits, approval, and permission obtained by COUNTY related to area of this agreement.

**E. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:**

1. The COUNTY shall furnish its tax identification number upon execution of this instrument.
2. Any information furnished to the Forest Service under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).
3. Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed. The Forest Service is not obligated to fund any changes not properly approved in advanced.
4. Contributions authorized for use by the Forest Service, which are not spent or obligated for the administration or project(s) approved under this instrument, may be refunded to COUNTY, or, as requested by COUNTY, credited to the account covered

FS agreement No.	05-CO11050100-005
Cooperator tax ID No.	95-6000927
Cooperator Agreement No.	

by this Agreement. Due to processing costs, any balance less than One Hundred Dollars (\$100) will not be refunded.

5. COUNTY has the legal authority to enter into this instrument, and the institutional, managerial, and financial capability (including funds sufficient to pay nonfederal share of project costs) to ensure proper planning, management, and completion of the project.
6. This instrument in no way restricts the Forest Service or COUNTY from participating in similar activities with other public or private agencies, organizations, and individuals.
7. The instrument is executed as of the date of the last signature and is effective through September 30, 2006, at which time it will expire unless extended.
8. Any contributions made by COUNTY under this instrument, do not by direct reference in the project or implication convey Forest Service endorsement of COUNTY's products or activities.
9. Any of the parties, in writing, may terminate the instrument is whole, or in part, at any time before the date of expiration. Neither party shall incur any new obligations for the terminated portion of the instrument after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each Party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination.
10. Pursuant to Title 41, U.S.C., section 22, No Member of, or Delegate to, Congress shall be admitted to any share or part of this Agreement, or to any benefit that may arise there from.
11. COUNTY shall comply with Federal Statutes relating to nondiscrimination. This includes but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L.88-352), which prohibits discrimination on the basis of race, color, handicap, or natural origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex.
12. COUNTY hereby agrees to defend and hold harmless the USDA Forest Service its representatives or employees, from any damage incident to the performance of the work resulting from, related to, or arising from this Agreement, except damage as a result of negligence or ignorance on the part of the Forest Service and its representatives or employees.

FS agreement No.	05-CO11050100-005
Cooperator tax ID No.	95-6000927
Cooperator Agreement No.	

13. Nothing herein shall be construed as binding on the Forest Service for payment of money in excess of appropriations authorized by law.
14. Give the Forest Service or Comptroller General, through any authorized representative, access to and the right to examine all books, paper, or documents related to this Agreement.
15. PRINCIPAL CONTACT. The principal contacts for this instrument are:

<b>Forest Service Project Contact</b>	<b>Cooperator Project Contact</b>
Mike McIntyre Heritage Resources Program Mgr	Steve Milewski
Angeles National Forest	Los Angeles County Dept of Public Works
701 N. Santa Anita Avenue	900 South Fremont Avenue
Arcadia, CA 91006	Alhambra, CA 91803
Phone: 626-574-5274	Phone: 626-458-5988
FAX: 626-574-5280	FAX: 626-458-3179
E-Mail: mmcintyre@fs.fed.us	E-Mail: smile@ladpw.org

<b>Forest Service Administrative Contact</b>	<b>Cooperator Administrative Contact</b>
Kathy Stamps	Claudia Pirotton
Budget and Finance	Los Angeles County Dept of Public Works
701 North Santa Anita Avenue	900 South Fremont Avenue
Arcadia, CA 91006-2725	Alhambra, CA 91803
Phone: 626-574-5325	Phone: 626-458-6537
FAX: 626-574-5363	FAX: 626-458-6568
E-Mail: kstamps@fs.fed.us	E-Mail: cpirot@ladpw.org

16. ADVANCE BILLING (1). Bill the cooperator prior to commencement of work for deposits sufficient to cover the estimated costs (including overhead) for the specific payment period. Overhead will be assessed at the rate of 17.8%.

Billings shall be sent to: Attention: Patrick V. DeChellis  
County of Los Angeles, Department of Public Works  
Programs Development Division  
900 South Fremont Avenue  
Alhambra, CA 91803-1331

If payment is not received by the date specified on the Form FS-6500-89, Bill of Collection, the Forest Service shall exercise its rights regarding the collection of debts owed the United States.



FS agreement No.	05-CO11050100-005
Cooperator tax ID No.	95-6000927
Cooperator Agreement No.	

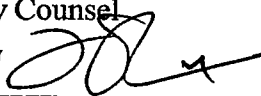
17. Any cooperator contributions made under this instrument do not by direct reference or implication convey Forest Service endorsement of the cooperator's products or activities.
18. The Forest Service shall not be liable to the depositor or landowner for any damage incident to the performance of this agreement.

## COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Acting Director of Public Works

Deputy

APPROVED AS TO FORM:  
RAYMOND G. FORTNER  
County Counsel

By  \_\_\_\_\_  
Deputy

## ANGELES NATIONAL FOREST

\_\_\_\_\_  
JODY NOIRON  
Forest Supervisor  
Angeles National Forest

\_\_\_\_\_  
Date

### Forest Service Use

Job Code:

The authority and format of this instrument has been reviewed and approved for signature.

\_\_\_\_\_  
BONNIE HARRIS  
Agreements Coordinator

\_\_\_\_\_  
Date

# EXHIBIT A

TO

COLLECTION AGREEMENT

BETWEEN

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS

AND

ANGELES NATIONAL FOREST, USDA FOREST SERVICE

## Description of Work:

Heritage Resource survey of LACDPW roads and associated road facilities under permit by the Forest Service within the administrative boundary of the Angeles National Forest.

Estimated associated costs for the period July 1, 2005 through September 30, 2006.

### Salaries:

Program Manager Oversight/Consultation	5 days	1,820.00
Field Survey	reports	8,320.00
Historic Context Contract	one	3,940.00

Vehicle Use and Mileage	1,600.00
Service, Supplies and Equipment	500.00

SUBTOTAL	16,180.00
----------	-----------

Administrative Costs @17.8%	2,880.00
-----------------------------	----------

TOTAL ESTIMATED COST	19,060.00
----------------------	-----------

# EXHIBIT B

TO

COLLECTION AGREEMENT

BETWEEN

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS

AND

ANGELES NATIONAL FOREST, USDA FOREST SERVICE

## Description of Work:

Development of a Management Plan to address the needs of the LACDPW as it relates to their management of County roads located within the Forest, and to provide protection for any heritage sites located within their area of authorization.

Estimated associated costs for the period October 1, 2005 through September 30, 2006.

## Salaries:

Program Manager Oversight/Consultation	3 days	1,092.00
--	--------	----------

Management Plan	report	5,324.00
-----------------	--------	----------

Additional Survey, Misc. Services		4,108.00
-----------------------------------	--	----------

SUBTOTAL		10,524.00
----------	--	-----------

Administrative Costs @17.8%		1,863.00
-----------------------------	--	----------

TOTAL ESTIMATED COST		12,397.00
----------------------	--	-----------